

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

IN THE LAKE CIRCUIT COURT
CAUSE NO. 45C01-0403-PL-00068

STATE OF INDIANA,)
)
Plaintiff,)
)
v.)
)
BRIAN SCOTT WALLACE,)
)
Defendant.)

DEFAULT JUDGMENT

Filed in Open Court

JUN 16 2004

Thomas R. Phelps
CLERK LAKE CIRCUIT COURT

The Plaintiff, State of Indiana, having filed its Motion for Default Judgment and the Court having read the same and being duly advised in the premises, now finds:

1. The Court has subject matter jurisdiction and personal jurisdiction over the Defendant.
2. The Defendant, Brian Scott Wallace, was served with notice of these proceedings and a copy of the Complaint for Injunction, Restitution, Costs, and Civil Penalties.
3. The Defendant, Brian Scott Wallace, has failed to appear, plead, or otherwise respond to the complaint.
4. The Defendant, Brian Scott Wallace, is not an infant, incompetent, or in military service.

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the Motion for Default Judgment is **GRANTED** in favor of the Plaintiff, State of Indiana, and against the Defendant, Brian Scott Wallace, and that the Defendant, his agents, representatives, employees, successors and assigns are permanently enjoined from engaging in the following conduct in violation of Ind. Code § 24-5-11-1, *et seq.* and Ind. Code § 24-5-0.5-1, *et seq.*:

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1. In the course of entering into home improvement transactions, failing to provide to the consumer a completed home improvement contract which includes at a minimum the following:

- (A) The name of the consumer and the address of the residential property that is the subject of the home improvement;
- (B) The name and address of the home improvement supplier and each of the telephone numbers and names of any agent to whom consumer problems and inquiries can be directed;
- (C) The date the home improvement contract was submitted to the consumer and any time limitation on the consumer's acceptance of the home improvement contract;
- (D) A reasonably detailed description of the proposed home improvements;
- (E) If the description required by Ind. Code §24-5-11-10(a)(4) does not include the specifications for the home improvement, a statement that the specifications will be provided to the consumer before commencing any work and that the home improvement contract is subject to the consumer's separate written and dated approval of the specifications;
- (F) The approximate starting and completion date of the home improvements;
- (G) A statement of any contingencies that would materially change the approximate completion date;
- (H) The home improvement contract price; and
- (I) Signature lines for the home improvement supplier or the supplier's agent and for each consumer who is to be a party to the home improvement contract with a legible printed or typed version of that person's name placed directly after or below the signature;

2. in the course of entering into home improvement transactions, failing to agree unequivocally by written signature to all of the terms of a home improvement contract before the consumer signs the home improvement contract and before the consumer can be required to make any down payment;

3. in the course of entering into home improvement transactions, failing to provide a completed home improvement contract to the consumer before it is signed by the consumer;

g. representing, expressly or by implication that the subject of a consumer transaction has sponsorship, approval, performance, characteristics, accessories, uses, or benefits it does not have, which the Defendant knows or should reasonably know it does not have;

4. representing, expressly or by implication, that the Defendant is able to start or complete a home improvement within a stated period of time, or when no time period is stated, within a reasonable time, when the Defendant knows or should reasonably know he cannot; and

5. soliciting to engage or engaging in a consumer transaction without a permit or license required by law.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that judgment is granted in favor of the Plaintiff, State of Indiana, and against the Defendant, Brian Scott Wallace, as follows:

a. The contracts previously entered into by Brian Scott Wallace with Margaret Boyan and Sarah Boyajian are cancelled pursuant to Ind. Code § 24-5-0.5-4(d).

b. The Defendant shall pay consumer restitution pursuant to Ind. Code § 24-5-0.5-4(c)(2), for Margaret Boyan in the amount of Four Hundred Twenty Dollars (\$420.00), payable to the Office of the Attorney General;

c. The Defendant shall pay consumer restitution pursuant to Ind. Code § 24-5-0.5-4(c)(2), for Sarah Boyajian in the amount of Three Hundred Dollars (\$300.00), payable to the Office of the Attorney General;

d. The Defendant shall pay the Office of the Attorney General its costs of investigating and prosecuting this action, pursuant to Ind. Code § 24-5-0.5-4(c)(3), in the amount of Three Hundred and Twenty-Five Dollars (\$325.00);

For a total monetary judgment in the amount of One Thousand and Forty-Five Dollars (\$1,045.00) in favor of the Plaintiff, State of Indiana, and against the Defendant, Brian Scott Wallace.

ALL ORDERED, ADJUDGED AND DECREED on this 16 day of

June, 2004.

 M J Rosenblum
Judge, Lake Circuit Court

DISTRIBUTION:

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